

RECEIVED

2005 JAN 20 AM 9:29

BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M Hicks
General Counsel

615 214 6301
Fax 615 214 7406

T.R.A. DOCKET ROOM

January 19, 2005

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Metro Teleconnect Companies, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-60022

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Metro Teleconnect Companies, Inc. and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated February 27, 2003. The first Amendment amends the General Terms and Conditions of the Agreement to add adoption language. The second Amendment adds QuickServe rates to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,


Guy M Hicks

cc Tom Gregson, Metro Teleconnect Companies, Inc
Susan M. Hafeli, Shaw Pittman LLP

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Metro Teleconnect Companies, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND METRO TELECONNECT COMPANIES, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Metro Teleconnect Companies, Inc. ("Metro Teleconnect") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated February 27, 2003 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Metro Teleconnect and BellSouth state the following:

1. Metro Teleconnect and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Metro Teleconnect. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 18, 2003.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment amends the General Terms and Conditions of the Agreement to add adoption language. The second Amendment adds QuickServe rates to the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Metro Teleconnect and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and Metro Teleconnect within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Metro Teleconnect and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

Metro Teleconnect and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of Jan, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By. 

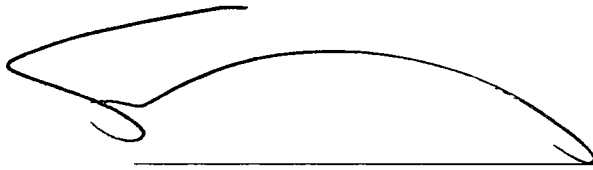
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 19th day of Jan, 2005:

Tom Gregson
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Susan M. Hafeli
Shaw Pittman LLP
2300 N Street NW
Washington, DC 20037


Guy M. Hicks

**Amendment to the Agreement
Between
Metro Teleconnect Companies, Inc.
and
BellSouth Telecommunications, Inc.
Dated February 27, 2003**

Pursuant to this Amendment, (the "Amendment"), Metro Teleconnect Companies, Inc (Metro Teleconnect), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 27, 2003 ("Agreement") to be effective 30 (thirty) days after the date of the last signature executing the Amendment ("Effective Date")

WHEREAS, BellSouth and Metro Teleconnect entered into the Agreement on February 27, 2003, and;

WHEREAS, BellSouth and Metro Teleconnect are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No. 01-338, issued on July 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1 The Parties agree to delete Section 13 of the General Terms and Conditions and replace it with the following
 13. Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Metro Teleconnect any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.
- 2 All of the other provisions of the Agreement dated February 27, 2003 shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: [Signature]

Name Kristen Rowe

Title Director

Date: 11/15/04

Metro Teleconnect Company, Inc.

By: [Signature]

Name: Thomas Gregson

Title Director of Operations

Date 15 Nov 2004

**Amendment to the Agreement
Between
Metro Teleconnect Companies, Inc.
and
BellSouth Telecommunications, Inc.
Dated February 27, 2003**

Pursuant to this Amendment, (the "Amendment"), Metro Teleconnect Companies, Inc. ("Metro Teleconnect"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 27, 2003 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Metro Teleconnect entered into the Agreement on February 27, 2003, and,

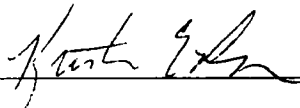
WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows.

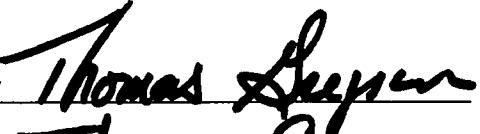
1. The Parties agree to incorporate into Attachment 2 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference
- 2 All of the other provisions of the Agreement, dated February 27, 2003, shall remain in full force and effect.
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By 
Name. Kristen Rowe
Title Director
Date 11/23/04

Metro Teleconnect Companies, Inc.

By 
Name. Thomas Gregson
Title Director of Operations
Date. 11/19/04

[illegible]

[illegible]

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Manually Submitted per LSR	Attachment 2		Exhibit A	
						Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st
							Rec					OSS Rates (\$)			
												SOMEK	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickServe location - Not Conversion of Existing Service														
								0.10							

[illegible]

[illegible]

[illegible]

[illegible]